

FEE AGREEMENT

November 7, 2018

The Honorable John Hickenlooper, Governor of Colorado
Jacki C. Melmed, Legal Counsel to the Governor of Colorado
136 State Capitol Bldg.
Denver, CO 80203
jackic.melmed@state.co.us

Re: Retention of Recht Kornfeld, P.C. for Provision of Legal Services

Dear Gov. Hickenlooper and Ms. Melmed:

Thank you for asking Recht Kornfeld, P.C. (the "Firm") to represent the State of Colorado and Governor Hickenlooper in his official capacity (together, "Client"). This letter will set forth our agreement regarding the Firm's representation, including billing of our fees and costs. Please review this agreement and advise me if there is anything you wish to discuss, change or clarify. Our understanding of the scope of our representation is as to the following matter(s): defense of the complaint filed before the Colorado Independent Ethics Commission alleging violations by Governor Hickenlooper of ethical restrictions contained in Article XXIX of the Colorado Constitution and certain public official reporting requirements found in the Colorado Revised Statutes, as well as any amendments to such complaint upon motion of the complainant or the Commission during the course of these proceedings. If the above description of our representation is not a correct summary of what you have asked us to undertake, please let me know immediately.

1. Hourly Rate - Legal Fees. The Firm's hourly attorney rates range from \$300.00/hour to \$600.00/hour. Client understands that my rate for this work, as outlined above, and the rates for any other attorneys in our office working on this matter, will be \$525.00/hour. In addition, I may use one of our paralegals on Client's projects at a rate of \$150.00 per hour. Our rates only change on January 1st of any year. If this matter is still at issue in 2020, we will discuss with your successors in office any proposed changes to the aforementioned rates. The changes in our rates, however, will not exceed 5% per annum.

2. Retainer Fee. The Firm typically requires an advanced retainer fee in order to commence work. However, because of the nature of your request for legal services, we have suspended that requirement. It is understood, though, that all billed fees will be paid within 30 days of the date of the invoice is sent to you. *See* Paragraph 3 below.

3. Billing. Payment on invoices is due within 30 days of the date of the invoice. Client's obligation to make prompt payment on invoice charges does not depend upon achievement of any specific result by the Firm. If Client fails to pay any charges after 30 days from the date of the bill, the Firm may elect to stop all work on Client's matters when permitted by court rules and rules of professional conduct. *See* also paragraph 8 below.

4. Scope of Representation. Our engagement is limited to performance of the services described above and does not involve an undertaking to provide other services or to represent Client in any other matter.

5. Costs and Expenses. Client is also responsible for the payment of costs and expenses, which are in addition to attorney fees. These costs and expenses include, for example, fees for investigators, legal research database fees, expert witnesses and researchers, travel expenses, discovery costs, costs for copying and transcripts, filing fees, exhibits, postage, etc. Client agrees to pay directly (or prepay) expenses over \$500.00 that are invoiced by persons or companies outside our firm for your account, such as consultant fees, court reporter fees, and expert witness fees.

6. ~~Interest on Monies Owed. You agree that we may charge and collect interest at 12% per annum on all monies due and owing to us for more than thirty days. This includes fees, costs and expenses.~~

7. ~~Collection. If it is necessary to institute collection action to enforce this agreement, costs of collection, including reasonable attorneys' fees, will be payable to us in addition to all amounts for fees, costs and expenses previously described. Client agrees that the jurisdiction for any fee dispute will be the appropriate County or District Court in Denver, Colorado.~~

8. Client's Right to Terminate Agreement. Client may terminate this agreement at any time. If this option is exercised, Client agrees to immediately pay all fees and costs due to the Firm. Any portion of monies advanced to us for costs or for fees which has not been earned or expended, will be refunded to you.

9. ~~Subsequent Engagements. This Agreement shall control all subsequent engagements of the firm by the Client absent further agreement.~~

10. Other Matters Involving the State of Colorado. Client understands that the Firm has and will continue to have unrelated matters where it represents clients whose interests differ from and/or are adverse to those of the State of Colorado and/or one or more of its agencies, branches, commissions, officers, employees, or elected officials. Client agrees that this limited and specialized representation of the State in representing Governor Hickenlooper before the Independent Ethics Commission is not a conflict with the Firm's representation of its other clients in matters unrelated to the aforementioned litigation.

11. Results of Controversy to be Litigated. The Firm will use its best efforts to obtain a favorable result in the work undertaken on Client's behalf. However, a specific outcome cannot be assured, and we cannot and do not make representations regarding the results in this matter.

If you are in agreement with this Fee Agreement, please sign the letter and return it to me.

Very truly yours,

RECHT KORNFELD, P.C.

By: 

MARK G. GRUESKIN
1600 Stout Street, Suite 1400
Denver, Colorado 80202
(303) 573-1900

The above and foregoing fee arrangement is acceptable to me on this ____ day of _____, 2018.

By: _____

Jacki C. Melmed for Gov. John Hickenlooper

Referencia PO EAAA 19-66-



2

2

121 122 123 124

2

2

2

2

